

DEPARTMENT OF THE ARMY
LEASE TO NONPROFIT ORGANIZATION
FOR GROUP EDUCATION, RESEARCH, AND RECREATION
JUNIATA COLLEGE FIELD STATION
RAYSTOWN LAKE
HUNTINGDON COUNTY, PENNSYLVANIA

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and the Board of Trustees, Juniata College, hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by the authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee the use, occupancy, and maintenance of approximately 365 acres of land, being portions of Tract Nos. 2300, 2301, 2302, 2303, 2304, 2307, and 2308 as identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises, for group educational, recreational, and research purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of twenty-five (25) years, beginning 3 February 2007 and ending 2 February 2032, continuing the superseded lease term that began 3 February 1995, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to Juniata College, Huntingdon, Pennsylvania 16652 and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, P.O. Box 1715, Baltimore, Maryland 21203, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper,

addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, Baltimore District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, noting any deficiencies and providing a schedule for correction.

c. In addition to other applicable codes, the Lessee shall comply with the current editions of the National Fire Protection Association (NFPA) code, National Electric Code, and other applicable codes and standards covering the type of facilities. The Lessee will provide annual certification that all electrical installations on the premises have been inspected by a qualified individual and comply with the applicable codes.

7. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

8. DEVELOPMENT AND MANAGEMENT PLANS

The Lessee is a non-profit organization and seeks to develop an area for group education, research, and recreation. A general development plan is attached as Exhibit "B", attached hereto and made a part hereof. The Lessee may construct, operate, and maintain improvements to the premises as described in the development plan. The development plan is subject to revision upon agreement of said officer and the Lessee. Title to improvements constructed or placed on the premises by the Lessee shall remain vested in the Lessee, subject to the Condition on RESTORATION, and shall be maintained by the Lessee to the satisfaction of said officer. No later than February 15th of each year the Lessee will submit the annual plan to be mutually agreed on between the Lessee and the District Engineer. Such annual plan shall include but is not limited to the following:

a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sublessees. The development plan will also include a specific plan for the mitigation of vegetative resources that will be removed for the development of an area.

b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.

c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.

d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased premises.

e. Annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards.

f. Annual certification that all electrical installations on the premises have been inspected by a qualified individual and comply with the applicable codes.

g. Lessee shall also provide a plan for compliance with the Rehabilitation Act and the Americans with Disabilities Act (ADA), as required in the condition on **NON-DISCRIMINATION**. The plan shall address the following: policies, practices and procedures for public accommodations; specific standards and guidelines used to identify deficiencies and a prioritized schedule for corrections. Plans shall be updated whenever significant alterations or renovations or new construction take place as defined by the ADA. Plans shall be submitted only for evaluation.

9. AVAILABILITY OF PREMISES

The Lessee agrees that the premises leased are to be operated under the Juniata College environmental education and research program for organized groups and that the premises and the facilities thereon must be made available on a rotational basis among any various groups within the

Lessee organization program, and their guests. The Lessee further agrees under its public educational program to make the site and facilities available to other nonprofit organizations wanting to participate in the educational program on a first come, first served reservation basis when not scheduled for use by members of the Lessee organization. The Lessee will not unreasonably withhold availability under its environmental education program to such organizations.

10. TRANSFERS AND ASSIGNMENTS

a. Without prior written approval of said officer the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by said officer.

b. The Lessee will not sponsor or participate in timeshare ownership of any structure, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Fees may be charged by the Lessee for use of the premises or facilities constructed thereon. The District Engineer shall have the right to review such fees and require an increase or reduction when it is determined that the objectives of this lease have been violated. However, no user fees may be charged by the Lessee for use of facilities developed in whole or in part with federal funds if a user charge by the U.S. Army Corps of Engineers for the facility would be prohibited. The Lessee shall furnish annual statements of receipts and expenditures to said officer. All monies received by the Lessee from operations conducted on the premises must be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Any such monies not so utilized or programmed for use within a reasonable time shall be paid to said officer at the end of each 5 year period.

12. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or, at the election of said officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

13. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property

of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

14. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under this lease as third parties, shall obtain from a reputable insurance company, or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$1,000,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms and conditions of this lease, and the Lessee shall require its insurance company to furnish to said officer a copy of the policy or policies, or, if acceptable to said officer, certificates of insurance evidencing the purchase of such insurance. The District Engineer shall have the right to review and revise the amount of minimum liability insurance coverage required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the District Engineer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the District Engineer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The District Engineer may require closure of any or all of the premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

15. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

16. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee therefrom, and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property, and restore the premises to the aforesaid condition within such time as said officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, said property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

17. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans With Disabilities Act and the attendant Americans With Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assigns.

18. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of said officer, interfere with developments, present or proposed, by the Lessee.

19. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to Federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on

Federal Lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

20. COMPLIANCE, CLOSURE, REVOCATION, AND RELINQUISHMENT

a. The Lessee and/or any sublessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and with the necessity for correction of deficiencies, and with compliance with reasonable requests by said officer. This lease may be revoked in the event the Lessee violates any of its terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Decisions by the said officer concerning future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall reflect the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving thirty (30) days prior written notice to said officer in the manner prescribed in the condition on **NOTICES**.

21. HEALTH AND SAFETY

a. The lessee shall keep the premises in good order and in a clean, sanitary and safe condition by and at the expense of the Lessee.

b. In addition to the right of revocation for non-compliance previously stated, said officer, upon discovery of any hazardous condition on the premises that presents an immediate threat to health or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed until such condition is corrected and the danger eliminated. If the condition is not corrected said officer will have the option to (1) correct the hazardous condition and collect the cost of repairs from the Lessee, or (2) revoke the lease. The Lessee shall have no claim for damages against the United States, or any officer, agent or employee thereof on account of action pursuant to this condition.

22. PUBLIC USE

The Lessee shall not forbid the full use by the public of the water areas of the project, subject however, to the authority and responsibility of the Lessee to carry out its responsibilities under this lease to manage the premises and provide safety and security to the facility users. Public use for purposes not contrary to the Lessee's goals may be allowed at the discretion of the Lessee.

23. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which, in the opinion of the District Engineer, is contrary to good morals or is otherwise objectionable; or use the premises or permit them to be used for any illegal business or purpose. There shall not be carried on or permitted upon the premises any activity which would constitute a nuisance. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct a game of chance must be submitted in writing to the District Engineer.

b. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises for members of the Lessee organization and their guests. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

24. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Condition on **DEVELOPMENT AND MANAGEMENT PLANS**. The Lessee may salvage fallen or dead timber on the leased premises for use as firewood only. All sales of timber or forest products will be conducted by the United States and the proceeds therefrom shall not be available to the lessee under the provisions of this lease.

25. DISPUTES CLAUSE

- a. This lease is subject to the Contract Disputes Act of 1978 (41 USC 601-613).
- b. Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved under this clause.
- c. "Claim" as used in this clause, means a written demand or written assertion by one of the leasing parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under a lease, unlike a claim relating to that lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d) (2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with

the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. (1) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Lessor shall be subject to a written decision by the Contracting Officer.

(2) For Lessor claims exceeding \$100,000, the Lessor shall submit with the claim a certification that -

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Lessor believes the Government is liable.

(3) (i) If the Lessor is an individual, the certification shall be executed by that individual.

(ii) If the Lessor is not an individual, the certification shall be executed by -

(A) A senior company official in charge at the Lessor's plant or location involved; or

(B) An officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

e. For Lessor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Lessor, render a decision within 60 days of the request. For Lessor certified claims over \$100,000, the Contractor Officer must, within 60 days, decide the claim or notify the Lessor of the date by which the decision will be made.

f. The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

g. At the time a claim by the Lessor is submitted to the Contracting Officer or a claim by the Government is presented to the Lessor, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternative dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certification described in paragraph (d)(2) of this clause, and executed in accordance with paragraph (d)(3) of this clause.

h. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified is required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest

on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6 month period as fixed by the Treasury Secretary during the pendency of the claim.

i. The Lessor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer."

26. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, include swage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

27. ENVIRONMENTAL BASELINE STUDY

An Environmental Baseline Study (EBS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon is attached hereto and made a part hereof as Exhibit "C". Upon expiration, revocation or termination of this lease, another EBS shall be prepared by said officer, which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

28. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

29. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by said officer.

30. TRANSIENT USE

a. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees, residing on the premises, for security or supervisory purposes, Lessee matriculating students, if approved by said officer, and others approved by the Lessee.

b. Rules and regulations regarding student life activities associated with residency at the Field Station shall be mutually negotiated and approved by the Raystown Lake Operations Manager.

31. ACCESS ROAD

a. The Lessee is hereby granted exclusive use of the road right-of-way on that portion located within the bounds of the leased premises, and non-exclusive use on that portion located outside the bounds of the leased premises, with the United States reserving the right to allow public access on the non-exclusive portion of the roadway for access to other immediate areas of the Raystown Lake Project.

b. The Lessee shall be responsible for the operation, maintenance, snow removal, repair or replacement of the entire road, including culverts and other drainage facilities, at no cost or expense to the United States and subject to the approval of the Raystown Lake Operations Manager.

c. The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the road right-of-way hereby granted; provided that such rights shall be used in a

manner that will not create unnecessary interference with the use and enjoyment by the Lessee of the right-of-way herein granted.

32. COOPERATIVE CONSERVATION INTERPRETIVE EFFORT

The Lessee shall cooperate with the U.S. Army Corps of Engineers staff in the cooperative development and presentation, to the public and other interested groups, a comprehensive interpretive program on the property of the Raystown Lake Project or to groups having interest in environmental education.

33. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

34. OFFICIALS NOT TO BENEFIT

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.


35. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

36. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U. S. C. § 403), and Section 404 of the Clean Water Act (33 U. S. C. § 1344).


IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 1st day of February, 2007.



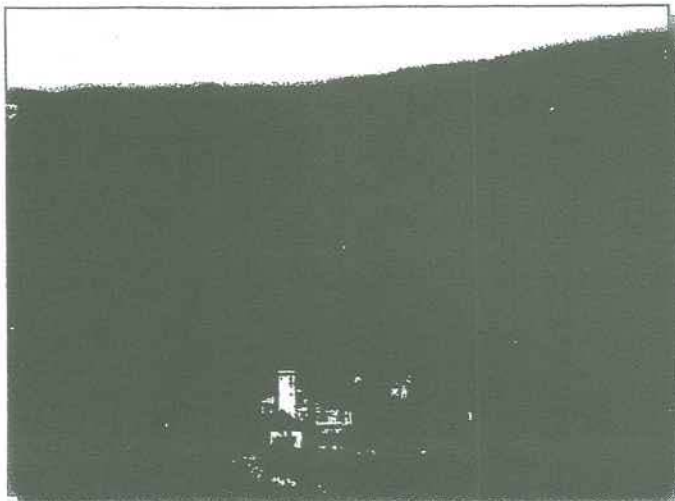
JAMES S. TURKEL
Chief, Real Estate Division
U.S. Army Corps of Engineers
Baltimore District

THIS LEASE is also executed by the Lessee this 17 day of Jan, 2007.

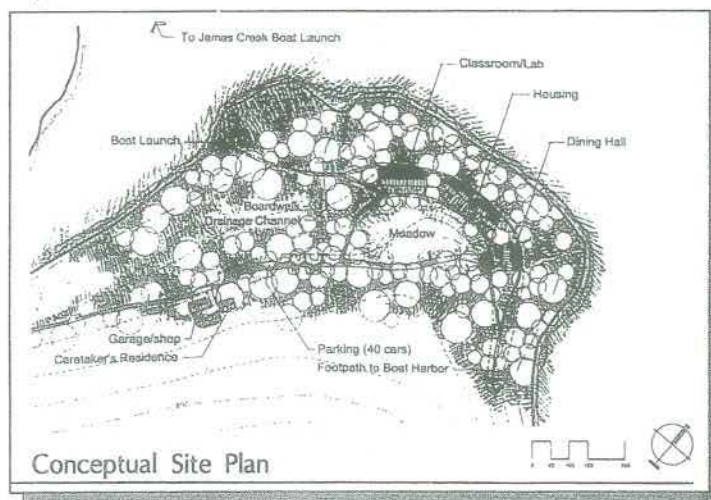
JUNIATA COLLEGE



President
Juniata College



RAYSTOWN FIELD STATION at Juniata College



JUNIATA COLLEGE

RAYSTOWN FIELD STATION FEASIBILITY STUDY REPORT

APRIL 2001



Hoffman &
Popovich
ARCHITECTS, LLC

EXHIBIT B

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INTRODUCTION

Juniata College has established the Raystown Field Station (RFS) to provide special opportunities for environmental research and education. Situated on Raystown Lake, the 365 acre reserve lies in the Ridge and Valley Province of Pennsylvania and offers visitors access to the varied aquatic and terrestrial ecosystems unique to this region. The station provides students and faculty members one of the country's most unique educational opportunities - a living laboratory that encompasses 29,000 acres of land and an 8,300-acre body of water that offers unmatched opportunities for scientific study.

The new RFS facility will help accomplish academic objectives of Juniata College through unique educational outreach and research programs.

The new field station is being developed in cooperation with the U.S. Army Corps of Engineers, the Pennsylvania Department of Transportation (PENNDOT), and in accordance with the project mission and objectives identified in the Academic Plan prepared by the Academic Planning Committee of the RFS. It is also worth noting that the plan supports the Raystown Project Master Plan. In addition to satisfying academic objectives of Juniata College, the facility will support the outreach and research efforts of other organizations. It is anticipated that the full development of the facility will occur in four (4) phases beginning with Phase I in 2001.

The team of Sear-Brown and Hoffman-Popovich has been selected to provide professional engineering and architectural services leading to the planning, design and eventual construction of the new RFS facilities. In order to gain a more thoughtful understanding of the Committee's intent, design workshops have been conducted to engage all participants in highly interactive sessions. These sessions allowed for the exchange of ideas, examination of alternative conceptual designs, and a consensus-building approach leading to the conceptual design and feasibility planning of the facility. A special focus was placed on selecting the facilities and developing a schedule for Phase I. This report details the results of these efforts.

PROGRAM & DESIGN PARAMETERS

The program developed for the project reflects academic components, as well as time and resource allocations identified in the Academic Plan. These include:

- ☐ Undergraduate Curriculum (45-60%)
- ☐ Research and Training (30-45%)
- ☐ Outreach (10%).

The facility will provide for year-round educational programs available to all students of the College. Students will reside on the RFS site for a full semester, thereby facilitating a total immersion experience. Elective course work will be conducted on site, precluding the need for students to commute to the main campus. Research in terrestrial and



aquatic ecology and watershed science will be accommodated. Provisions also will be made for on-going and future research programs. To further strengthen the College's outreach mission, the new field station will provide laboratory capabilities for the region, offering programs and access to interested parties.

Design issues will continue to evolve and be further defined through Master Planning efforts. Parameters being considered that will ultimately shape the final facility features include:

- ☐ Best energy and water conservation practices.
- ☐ Profiling resource and technology uses, and faculty/student/staff participation in the selection and implementation of methods.
- ☐ Sensitive integration of buildings into the landscape, leading to a facility that meets functional objectives but has minimal impact.
- ☐ Creation of opportunities for an immersion experience in the natural environment.
- ☐ Passive solar design (daylighting)
- ☐ Use of local materials and products with low embodied energy.
- ☐ Use of materials that are recycled and recyclable.
- ☐ Use of materials that are durable and maintainable.
- ☐ Consideration of reusing existing furnishings/equipment salvaged from Campus (maximize Pollution Prevention, or P2 concept).
- ☐ Simplicity in design.
- ☐ High quality indoor air.
- ☐ Operation & maintenance methods that also conform to environmentally sustainable practices.
- ☐ Facility commissioning.

***Environmentally
conscious materials
and methods will be
used to develop this
facility***

In addition, the design committee desires to pursue certification for the project under the Leadership in Energy & Environmental Design (LEED) Green Building Rating System, and to achieve as high a certification that is reasonable within the budgetary constraints.

CONCEPTUAL SITE DEVELOPMENT

An analysis of potential areas for development has led to the selection of the "Meadow Site" on the northeastern point of a peninsula north of Allegrippis Ridge, approximately 3,400 feet northeast of the existing field station. Criteria considered during site selection included proximity to the lake, favorable slope, infrastructure development costs, expansion potential and remoteness from the existing field station. Parameters that led to the proposed configuration for development include:

FEASIBILITY STUDY REPORT

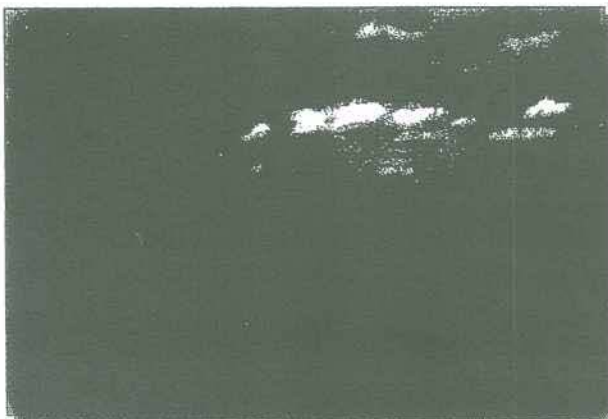


The selected site favors a linear scheme that provides panoramic views, uses existing clearings, is close to the lake, and utilizes natural contours

- ☐ Minimum impact to the natural environment by minimizing land disturbance and building footprints.
- ☐ Use of existing clearings.
- ☐ Alignment of buildings along the contour.
- ☐ Efficient and unobtrusive vehicular access.
- ☐ LEED established elevation above floodplain.
- ☐ ADA accessibility.
- ☐ Orientation for views, daylighting and passive solar design.
- ☐ Proximity to the lake for a boat dock.
- ☐ Remote versus proximal parking.

Utilization of an existing access road located within 1,800 feet of the site will minimize impacts of a more lengthy road development alternative along Allegrippis Ridge to the south. The preferred route will initiate the arrival sequence by revealing the lake as the complex is approached from the west.

Analysis of site conditions determined that multi-story buildings would result in fewer independent structures, thereby reducing ecological impact. These structures have been carefully sited, and will be built along natural contours to minimize land disturbance, address accessibility issues, consolidate circulation paths, and maximize daylighting potential to both upper and lower floors.



The proposed development is a linear scheme that wraps about the peninsula providing panoramic views of the environment. Adjacent to the meadow at the center of the scheme is the year-round student housing located between two anchor uses and serving as a transition between academic and social aspects of the "campus". At one end of the field station, the Dining Hall/Multi-purpose Building serves as a focal point and terminus of the site approach. At the other end, the Lab/Classroom Building is separated from high activity and public interface, yet is provided with proximity to the new boat dock. Future expansion for the facility is accommodated to the southeast for housing and to the west for additional laboratory/classroom development without compromising the organizational concept of the scheme. The resulting Conceptual Plan is shown in Figure 1.

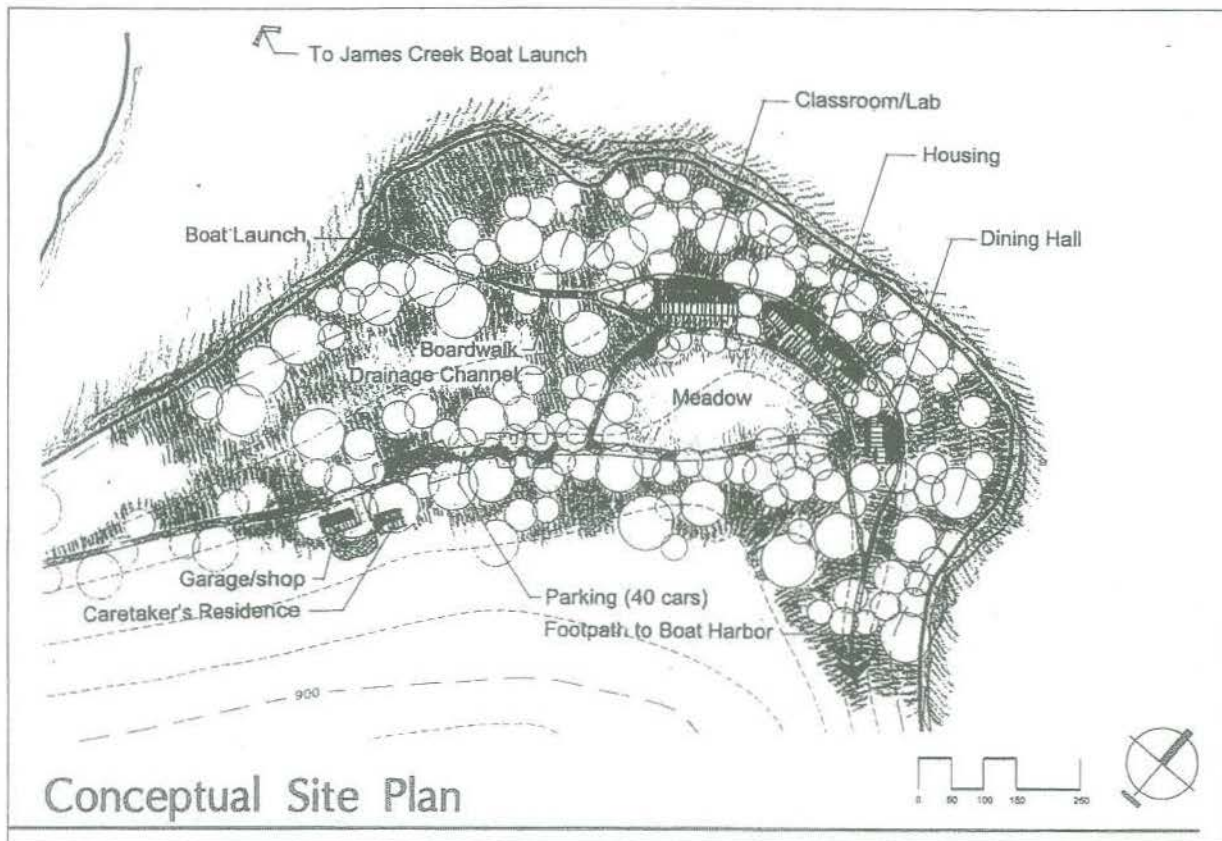


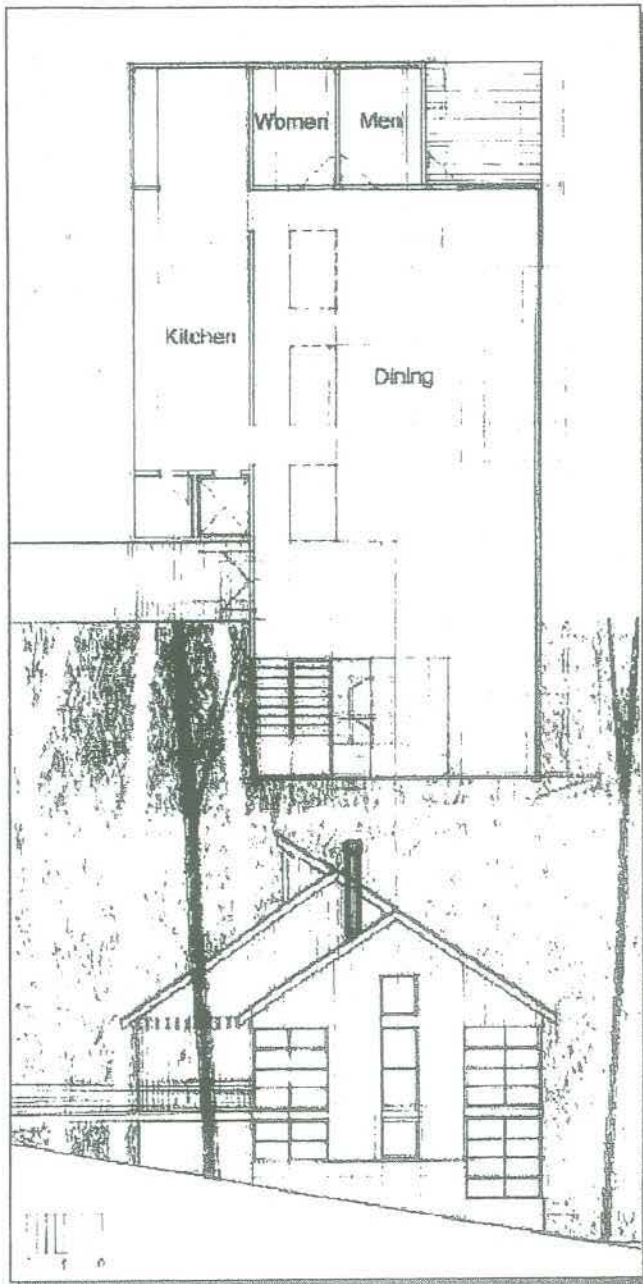
Figure 1 – New RFS Conceptual Site Plan

BUILDING CONCEPT DEVELOPMENT

Primary design considerations include placement of multi-story buildings along the slope, and accessed on south side via bridges allowing for daylighting of lower levels, optimal solar orientation, transparency of the buildings from north to south, remaining below tree height, and maximizing views of lake to the north. Support facilities are typically located on the west and/or east ends of the building to optimize solar control.

Proposed building materials include masonry at building bases for thermal mass and durability, with wood frame construction above, and metal and and/or cementitious composite roofing materials for longevity and fire resistance. Quality insulated windows will be used throughout the facilities to achieve the maximum level of thermal efficiency. The total gross area of all buildings currently planned is approximately 25,000 ft². The buildings include:

FEASIBILITY STUDY REPORT

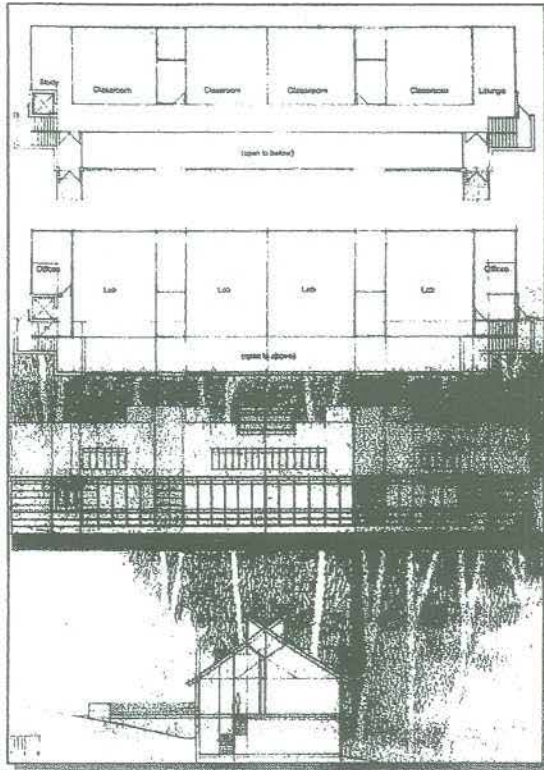


□ **Dining Hall/Multipurpose Building** (5,000 ft²), will be designed for maximum seating of 100 at tables, with an average daily use by 72 occupants. Views of the lake are maximized to the southeast, east and north while the support core (kitchen, storage, bathrooms) is located to the southwest minimizing solar impact. The lower level can house water treatment facilities, multi-purpose social space and adaptable sleeping areas during Phase 1 implementation of the Station. The dining hall is intended to be the first four-season building on the site.

□ **Caretaker Residence** (1000 ft²) and **Detached Garage** (4 bays), will be designed to house a family of 4 and provide a workshop / storage area, respectively. This will provide living quarters for an on-site caretaker, with the assumption that this person will be accompanied by a spouse and two dependents.

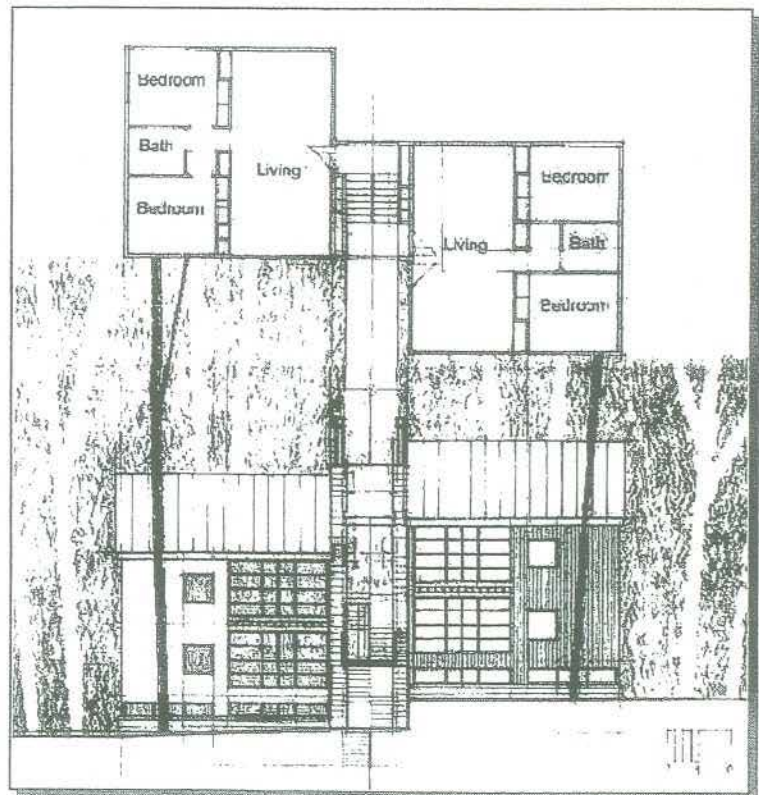
The Dining Hall / Multipurpose Building will be the first RFS structure. It will allow Juniata College to begin outreach and other programs at the RFS. Also, it will house the water treatment system.

FEASIBILITY STUDY REPORT



□ **Classroom/Lab Building** (10,000 ft²), will be two-stories and include classrooms, computer area, study spaces, separate research and teaching laboratories, and offices. A lounge, library, reception area will also be considered. Sun penetration and ventilation are environmental aspects that require further study with the lower level offering potential for housing a Living Machine wastewater treatment system greenhouse. A small service elevator is proposed to achieve accessibility. The Facilities Committee will ultimately determine the number of labs and classrooms based upon projected need.

□ **Two (2) Housing Buildings** (4,700 ft² each), are proposed to accommodate twenty-four (24) residents per building for a total of forty-eight (48) beds. The buildings are three stories with four (4) single sleeping rooms on each floor. Four (4) students will share a bath and common living space. Sleeping rooms are located on the east and west ends of the unit. Transparency north to south will optimize daylighting and maximize views of the environment. Open stairs, decks and a bridge entry at mid level are proposed. Accessible apartments will be located at bridge and/or ground level. The Committee is currently evaluating the configuration of the proposed housing units in comparison with models currently available on Campus.



UTILITY INFRASTRUCTURE & SYSTEMS

Sustainable technologies will be incorporated to the greatest extent possible while recognizing budgetary constraints. In addition to utility infrastructure (water, wastewater, power), the buildings will be equipped with high efficiency lighting, energy efficient heating/cooling systems, and support equipment to further demonstrate a sustainable philosophy.

Remote monitoring of site and building systems is feasible and common with today's technologies. The level of monitoring will be determined once project systems are more fully defined. Further definition of the specific systems to be employed at the station will occur during the Master Planning efforts for the project. Considerations governing the design and development of utility systems may include:

Utilities will be utilized that minimize environmental impact and concurrently demonstrate technology to students through their design and operation

- ☐ PA DEP preferring a zero-discharge wastewater treatment system.
- ☐ Proposed dining hall location will facilitate placement of domestic water treatment in lower level. Ability to prominently profile treatment method is possible in this location.
- ☐ Water treatment for domestic consumption will most likely involve membrane filtration, storage and chlorination.
- ☐ Additional uphill storage, allowing for gravity flow in emergencies.
- ☐ Wastewater system will likely involve subgrade discharge of grey water through a drip irrigation system in the meadow or wooded area. Soils investigations will be necessary to determine the design of the system.
- ☐ Possible development of a greenhouse / "Living Machine" in the classroom/lab building.
- ☐ Some use of composting toilets.
- ☐ Seasonal control of drip irrigation is possible as well as zoning may be used to accommodate periods of varying flows and support future expansion.
- ☐ Candidate areas suitable for drip irrigation will be identified, and development limitations will be imposed on those areas.
- ☐ Plumbing fixtures will meet or exceed the energy code for low volume usage.
- ☐ Electricity and telecommunications lines will likely be extended underground along access road (for at least a portion of route).
- ☐ Site lighting will be provided only as necessary (for security and safety). Features will include cut-off optics to minimize effects of light pollution within the natural environment.
- ☐ All structures will have sprinklers for fire protection.

- ❑ Buildings will likely be heated using hotwater / boiler systems fueled by propane with low NOX burners. "Bio-fuels" (via efficient fireplaces and/or woodstoves) may provide back-up heating.
- ❑ Natural and mechanical ventilation systems will be provided throughout via make-up air systems. The make-up air systems will contain air filtration. Water coils will eventually be piped to the lake water system to provide cooling (when required).
- ❑ An integrated lake inlet structure and pumping system are critical components to the domestic water supply, fire protection, HVAC and aquionics laboratory systems.
- ❑ Lighting will utilize energy efficient sources designed to optimize layouts based upon the required program; design will maximize the use of daylighting.
- ❑ T1 wiring will be considered for the site, and wireless LAN communication is desired throughout the field station.

The RFS project will be constructed in four phases. The first phase will establish a viable presence at the new RFS site.

SCHEDULE

The project currently is envisioned to comprise four distinct phases, with each phase directly linked to equal, subsequent fiscal allocations from the USCOE. Each of these allocations is assumed to be approximately \$1.25 million, beginning in 2001 and ending in 2004. Each of the phases will be assigned a numbered designation.

Phase I has been developed to establish a viable presence at the new RFS site, and provide basic infrastructure to support future expansion efforts. This phase has been developed with the assumption that only USCOE annual allocation will be available for funding. While the basis for project funding is through the Water Resource Development Act (WRDA), it may not be possible to completely fund each subsequent phase exclusively with WRDA funds. Therefore, Juniata College may be required to start an endowment campaign and develop collaborative funding to further support the complete development of all phases.

Substantial emphasis has been placed on Phase I planning, and an outline of the efforts required for this phase are shown in the following table. The most critical component of this phase that impacts all subsequent phases is the Master Planning effort. Other components of this phase will allow for the establishment of viable facilities at the site. Major components for Phase I include:

- ❑ Master Planning.
- ❑ New access road to site.
- ❑ Power and support utilities.
- ❑ Dining hall / multipurpose building.
- ❑ Offsite septage hauling for wastewater.
- ❑ Groundwater development for a well supply.



FEASIBILITY STUDY REPORT



The details and sequence of elements associated with subsequent phases will be confirmed in the Master Planning effort in Phase I.

While the major elements associated with Phase I have been carefully selected based on fiscal limitations, they will allow the RFS to have a fiducial level of viability. In addition, each element will be designed to accommodate future development. The groundwater well system will eventually be used to supply water to the caretaker residence, and serve as a back-up water supply to other RFS facilities. The Phase I wastewater system will consist of a holding tank from which septage will be pumped, and this tank will serve to equalize flows and provide anaerobic treatment prior to being treated by the permanent wastewater system. The Dining Hall / Multipurpose Building will be designed to house the permanent water treatment system in the basement and accommodate future interior modifications. The access road will be constructed to allow access for construction of additional buildings in future phases.

The details and sequence of elements associated with subsequent phases will be confirmed in the Master Planning effort in Phase I; however, some elements associated with future phases have been broadly assigned. Selection of these elements and respective phase assignment involved the use of existing infrastructure to support new elements, and provide a logical sequence. Preliminary Phase assignments for major elements are provided in the table below.

Phase	Major Element
I	New access road
	Power and support utilities
	Dining hall / multipurpose building.
	Groundwater development for a well supply.
II	Caretaker residence and garage
	Intake and permanent water system
	Supplemental wastewater holding tank
	Supplemental propane system
III	Classroom / laboratory building
	Final wastewater system
	Supplemental propane system
IV	Student residence buildings
	Boat docks, site amenities
	Supplemental propane system

PERMITTING

Project permitting requirements are generally difficult to define. Vagaries and gray areas will persist until final actions or determinations are secured during the preliminary design process.

Typically, projects are regulated by the local jurisdictional municipality, as well as the area-wide planning agency. The proposed field station site lies within Penn Township, the access road passes through Lincoln Township, and the entire joint project is within Huntingdon County. However, this entire joint project also lies within a federal reservation, being the Lake Raystown Federal Park, administered by the USCOE.

Coordination with the USCOE has revealed that as a matter of practice, they do not subject land development projects within the confines of the federal reserve to local jurisdiction. It is not clear whether that practice would then extend to a private developer's project within the federal reserve, and the Project Team is not aware of any laws directly addressing this issue. It may be prudent to approach the involved municipalities and request their determination of the matter.

Potentially, they may simply not require permitting for activities within the federal park.

To date, direct coordination has occurred with the following agencies to determine project permitting requirements:

- ☐ Huntingdon County Conservation District (HCCD). Several sketch plan meetings have been coordinated with the HCCD. HCCD has indicated that if the proposed access road contains new alignment earth disturbance is greater than five acres, then the joint project (being both the access road and the field station site development) must be included within a single comprehensive NPDES General Permit for stormwater / construction activities.
- ☐ Pennsylvania Department of Environmental Protection (PA DEP). A sketch plan presentation meeting was held with the PA DEP in Harrisburg in late 2000 to discuss potential permitting issues.

Additionally, Land Development Approval must be addressed with the following municipal entities:

- ☐ Penn Township Supervisors (site is in Penn Township, access road is in Lincoln Township).
- ☐ Penn Township Planning Commission.
- ☐ Huntingdon County Planning Commission.

To date, there has been no direct contact with the above municipalities. At the January charette meeting, the College provided instructions that they wish for this project to proceed similarly to a USCOE project with no direct subjectivity to local municipal agencies. As stated above, this decision ostensibly removes the project from jurisdiction of local governing land development ordinances; however, Land Planning

Permitting will require careful planning, thoughtful dialogue with multiple agencies, and must be closely coordinated with design efforts

Modules for proposed wastewater flows, holding tank permits, and the On-lot Wastewater Permit must still undergo local township and county approvals. In addition, it is still unclear if this project will require local building permits.

Specifics associated with the broad categories of Erosion Control, Water, Wastewater, Water Encroachments, Structures are presented below:

Erosion Control, Water, Wastewater, Water Encroachments, and Structures require special focus for this project

Erosion Control

- *Earth Disturbance Associated With Road Construction* - All earth disturbance requires at a minimum, a review and approval of an Erosion & Sedimentation Control Plan (E&S Plan) by the local Conservation District (Huntingdon County Conservation District, or HCCD). Conceptually any earth disturbance in excess of 5 contiguous acres also requires an NPDES Stormwater/Construction Permit. Legs 1 and 3 of the proposed access roadway will require earth disturbance in excess of 5 acres, which means that the USCOE (or Juniata College) will likely be required to obtain and NPDES General Permit. In any case, design, permitting, and construction of Legs 1, 2, and 3 of the proposed access road are being exclusively handled by the USCOE.
- *Earth Disturbance Associated With Site Development* (including the access road within the site proper) - The actual proposed site for the Field Station location is currently well less than 5 acres, and in theory should only require review and approval of E&S Plans (one per project year) by the HCCD. However, since site development and roadway projects are directly related, and if the USCOE is required to secure an NPDES GP for the road, the HCCD may require Juniata College to participate in the same permit via revision to add the additional E&S plan. If so, it must be decided who will apply for the permit - either the USCOE or Juniata College. In addition, the permit boundary must be carefully established and coordinated to include all proposed earth disturbance. Subsequent year E&S plans will require incremental NPDES GP revisions.

Water

- *Caretaker's Residence Well* (to be temporarily used by Dining Hall at least through year 2) - PA DEP Water Supply Permit, in the Brief Description Form format. The PA DEP was unsure at the coordination meeting if they would indeed require BDF permitting for the initial single well source. This must be determined at the outset of well design.
- *Lake Source Potable Water System* - PA DEP Water Supply Permit, in the Brief Description Form format. The PA DEP noted that based on the information available at this time it appears that the short-form BDF permit can be used for the final lake source water

system (as opposed to a full Water Supply Permit). In addition the PA DEP noted that a water treatment system pilot plant study might be required as a prerequisite to permit approval. Depending on seasonal variation issues, this study may take up to one year to complete. This requirement must be determined via PA DEP coordination during Year 1 final design.

Wastewater

- ☐ *Wastewater Planning* - Land Planning Modules must be prepared to address proposed wastewater flows for the entire project. PA DEP approval of these modules is a prerequisite of obtaining a Wastewater Permit for the proposed final on-lot system, and sometimes is a prerequisite to obtaining Building Permits (if they are indeed sought for this project).
- ☐ *Temporary Holding Tanks for Dining Hall and Caretaker's Residence* - Must obtain Holding Tank Permit from local Sewage Enforcement Officer (or Township) based on local ordinances.
- ☐ *Permanent Wastewater Collection, Treatment, And Disposal System* - Must obtain On-Lot Wastewater Permit from local SEO, based on local ordinances.

Water Encroachments

- ☐ *Water intake from lake* - A Chapter 105 Water Obstruction & Encroachment Permit might be required by the PA DEP for this proposed pipe installation. The PA DEP noted that the USCOE did not historically apply for such permits (unlike other PA DEP permits that are clearly being required of the project). They suggested the submittal of a Request for Determination at the appropriate time in order to make a final decision on the matter.
- ☐ *Boat dock* - Same conditions apply as water intake (above).

Structures

The following agencies will or may require permitting associated with structures that are placed on the RFS project site:

- ☐ *Pennsylvania Department of Labor & Industry Approval* - Required for habitable buildings.
- ☐ *Building Permits* - Juniata College may subject themselves to this apparent requirement.
- ☐ *Pennsylvania Department of Agriculture* - Permitting for kitchen operations may be required, and will be determined based on the scope of final kitchen design.

Permitting for this project will be challenging, and must reflect the four-year project phasing schedule.

Year 1

Dining Hall, power and phone, well, temporary holding tank #2, propane tank:

- HCCD NPDES GP for Stormwater Control / Construction. This will be coordinated to include area for proposed road.
- HCCD NPDES GP Rev#1 by USCOE to add E&S plan for road.
- PA DEP Land Planning Modules for overall project wastewater flow planning. (with required input from County and Township Planning Commissions, and Township Supervisors).
- PA DEP Water Supply Permit via Brief Description Form (if required) for Caretaker's Residence well (to temporarily serve Dining Hall during year 2).
- Holding Tank Permit for temporary wastewater holding tank #1 at Dining Hall, through local Sewage Enforcement Officer (SEO).
- PA L&I approval and possibly building permit.

Permitting for this project will be challenging, and must reflect the four-year project phasing schedule

Year 2

Caretaker Residence, temporary wastewater holding tank #2, final water system and intake, propane tank:

- HCCD NPDES GP Rev#2 to add E&S for Year 2 development.
- Holding Tank Permit #2 for temporary wastewater holding tank #2 at Caretaker Residence through SEO.
- PA DEP Water Supply Permit via Brief Description Form #2 for the lake intake water system.
- PA DEP Water Obstruction Permit #1 (if necessary) for water system lake intake.
- PA L&I approval and possibly building permit.

Year 3

Classroom / laboratory building, final wastewater system:

- HCCD NPDES GP Rev#3 to add E&S for Year 3 development.
- SEO issuance on-lot Wastewater Disposal Permit for final wastewater system with on-lot subsurface discharge.
- PA L&I approval and possibly building permit.

Year 4

Student Residence Buildings (2), boat docks, site amenities:

- HCCD NPDES GP Rev#4 to add E&S for Year 4 development.
- PA DEP Water Obstruction Permit #2 (if necessary) for boat dock construction.
- PA L&I approval and possibly building permit.

FEASIBILITY STUDY REPORT



PRELIMINARY COST SCHEDULE

The following preliminary cost schedule has been established for Phase I. The cost schedule for subsequent phases will be developed later, after Master Planning efforts have been completed and auxiliary funding sources have been identified.

PHASE 1 – PRELIMINARY COSTS

Design / Planning Stage

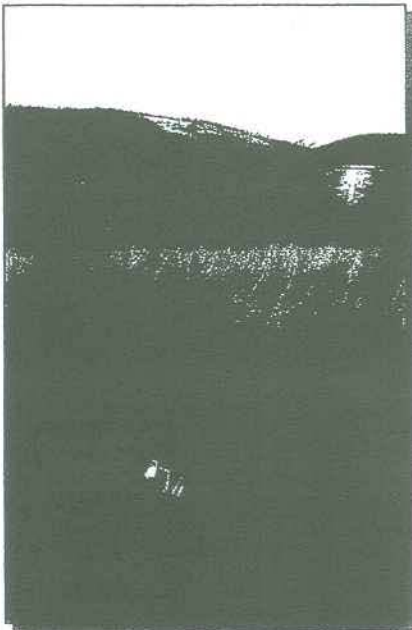
Master Plan & Schematic Development (\$4,852,000 Project)	65,000
Architectural & Engineering for Phase I	95,000
Soils & Geotechnical Testing & Permitting	46,000
Archaeological Survey---Phase I	10,000
Site Survey	17,000
Total for Design / Planning Stage	\$ 233,000

Construction Stage

Site Development/Grading/Power & Data Transmission	300,000
Water Supply (plus additional \$550,000 for complete system)	25,000
Waste System (plus additional \$380,000 for complete system)	40,000
Building A --- Meeting/Multipurpose/Dining	500,000
Contract Negotiation & Construction Oversight	10,000
Juniata College Project Management	15,000
Total for Construction Stage	\$ 890,000

Total Design & Construction Stages Direct to Juniata	\$ 1,123,000
USACE Project Oversight Fees	\$ 90,000
Total Retained by USACE	\$ 90,000
Total Grant for Phase I	\$ 1,213,000

FEASIBILITY STUDY REPORT



FUTURE EFFORTS

The next steps associated with the project will be to initiate planning and design efforts associated with Phase I in accordance to the schedule found earlier in this report.

PRELIMINARY ASSESSMENT SCREENING (PAS)
Statement of Findings

1. Project: RAYSTOWN LAKE, PENNSYLVANIA
Tract No: Portions of 2300, 2301, 2302, 2303, 2304, 2307 and 2308
Acres: 365
Type of Outgrant: LEASE FOR ENVIRONMENTAL AND EDUCATIONAL PURPOSES
Action: 25 YEAR RENEWAL OF LEASE NO. DACW-31-1-73-672 TO 2 February 2020
2. Purpose: To develop sufficient information to adequately assess the health and safety risks, define the nature, magnitude, and extent of any environmental contamination, identify the potential environmental contamination liabilities associated with a real property transaction as required under AR 200-1, "Environmental Protection and Enhancement", as amended by Memorandum from ENVR-EH, to CEMP-RI dated 1 November 1990, Subject: Real Property Transactions and Preliminary Assessment Screening (PAS).
3. Comprehensive Records Search: The Real Estate and Operations Divisions conducted a comprehensive search of available records of the District. Attached hereto are certifications which specify the records which were included in the search, the date of the search, and a summary of the records search.
4. Summary: The records search did not indicate any spills, disposals, storage, or release of toxic and hazardous substances. There has been nothing to indicate that any such substances have been on the property during the past 20 years of the existing lease or before.
5. Findings: A PAS was performed to determine if any hazardous substances were stored or released that would prohibit the real estate transaction. The conclusion of this PAS is that no specific or unusual environmental concerns have been identified. This PAS is a real property transaction record to serve as documentation for the hazardous substance contamination condition of the property. The proposed real property transaction should proceed as planned.

Signed: Craig R. Homesley
Prepared By, Craig R. Homesley
Realty Specialist

Date: 2-28-95

Signed: G. R. Boggs
Approved By, G. R. Boggs
Chief, Real Estate Division

Date: 3-14-95

Signed: Robert W. Nyff
Accepted By,
(Grantee)

Date: March 9, 1995

EXHIBIT C

CERTIFICATION OF RECORDS SEARCH
REAL ESTATE DIVISION

Project: RAYSTOWN LAKE, PENNSYLVANIA

Tract No: Portions of 2300, 2301, 2302, 2303, 2304, 2307 and 2308

Acres: 365

Type of Outgrant: LEASE FOR ENVIRONMENTAL AND EDUCATIONAL PURPOSES

Action: 25 YEAR RENEWAL OF LEASE NO. DACW-31-1-73-672 TO 2 February 2020

1. A comprehensive search of pertinent Real Estate records conducted on 29 November 1994 included the following:

(a) Real Estate Utilization Inspection Report dated 14 September 1993.

(b) Real Estate Compliance Inspection Report dated 10 May 1994.

(c) Real Estate Audit Records and related mapping.

(d) File to Lease No. DACW-31-2-73-672.

2. Summary of Real Estate records search:

(X) There is no evidence that this property has been the site of a release, storage or disposal of any hazardous substances.

() There is no evidence that the "threshold" identified in 42 USC 9620 (h) for reporting the storage, release, or disposal of hazardous substances has been exceeded.

() The records search delineated in paragraph 1 (above) indicates that the "threshold" identified in 42 USC 9620 (h) for reporting the storage, release, or disposal of hazardous substances has, or may have been exceeded. See attached Statement of Findings prepared by this office.

Signed: Craig R. Homesley
Craig R. Homesley, Realty Specialist

2-28-95
DATE

Concurrence: Susan K. Lewis
Susan K. Lewis
Chief, Civil Projects Support Branch
Real Estate Division

2/28/94
DATE

ENVIRONMENTAL BASELINE STUDY (EBS)
Statement of Findings

1. Project: Raystown Lake

Tract No.: Portions of 2300, 2301, 2302, 2303, 2304, 2307 and 2308

Acres: 365

Type of Outgrant: Lease for Environmental Research and Education Purposes

Duration of Action: 2 February 2032

2. Purpose: To develop sufficient information to adequately assess the health and safety risks, define the nature, magnitude, and extent of any environmental contamination, identify the potential environmental contamination liabilities associated with a real property transaction as required under AR 200-1, "Environmental Protection and Enhancement", as amended by Memorandum from ENVR-EH, to CEMP-RI dated 1 November 1990, Subject: Real Property Transactions and Environmental Baseline Study (EBS).

3. Comprehensive Records Search: The Real Estate Division and Operations Division conducted a comprehensive search of available real estate records of the District. Attached hereto is a certification which specifies the records which were included in the search, the date of the search, and a summary of the records search.

4. Site Investigation: In addition to the above records search, a site investigation was conducted on 24 July 2006.

5. Summary: The records search did not indicate any spills, disposals, storage, or release of toxic and hazardous substances. No toxic or hazardous substances have ever been discovered nor have been known to have been stored or spilled at the site for the 34 years the Lessee has occupied the site.

6. Findings: An EBS was performed to determine if any hazardous substances were stored or released that would prohibit the real estate transaction. The conclusion of this EBS is that no specific or unusual environmental concerns have been identified. This EBS is a real property transaction record to serve as documentation for the hazardous substance contamination condition of the property. The proposed real property transaction should proceed as planned.

Signed: Craig R. Homesley
Prepared By, Craig R. Homesley
Chief, Civil Projects Support Branch

Date: January 5, 2007

Signed: Susan L. Jones
Approved By, James S. Turkel
Chief, Real Estate Division

Date: 2/1/07

Signed: Thomas D. Kypke
Accepted By,
Juniata College

Date: 1/17/07

EXHIBIT C